

## AMENDMENT NO. 3

### TO MASTER SOFTWARE AND SERVICES AGREEMENT

This Amendment No. 3 ("Amendment") to that certain Master Software and Services Agreement effective as of July 1, 2012, as amended from time to time (collectively, the "Original Agreement"), is entered into effective as of October 23, 2017 ("Amendment Effective Date") by and between Paciolan, LLC ("Paciolan") and Florida State University, Board of Trustees an institution of higher learning and public body corporate of the State of Florida, for and on behalf of the Florida State University ("Customer").

#### Background

Paciolan and Customer now desire to further amend and supplement the Original Agreement as specified below in order to extend the term of the Original Agreement and provide Customer with additional Hardware, Software and Professional Services.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

#### Original Agreement Amendments

1. **Supplemental Investment Addendum**. The portion of the Investment Addendum (Exhibit D to the Original Agreement, as amended by Amendment No.1 to the Original Agreement) shall be amended and restated as set forth on **Exhibit A** attached hereto.

2. **PacSocial**. Paciolan shall provide Customer with its PacSocial services via a separate order form.

3. **Marketing Service**. Upon Customer's purchase of \$25,000 or more of Paciolan marketing services via separate order forms in any collegiate year (July 1-June 30) during the Term, Paciolan shall provide Customer with \$5,000 of additional Paciolan marketing services at no charge during such collegiate year, which no charge marketing services will not carry over to subsequent collegiate years (i.e. use it or lose it).

4. **Term**. Section 2(A) of the Original Agreement shall be amended and restated in its entirety as follows:

"The term of this Agreement shall begin on the Effective Date and continue until June 30, 2020 ("Initial Term") and will renew for three years until June 30, 2023 a "Renewal Term") upon the execution of Amendment No.3 to the Agreement [this Amendment]. The Initial Term, together with any Renewal Term, is referred to herein as the "Term".

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all terms and conditions set forth in the Original Agreement, including the defined terms, shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

**PACIOLAN, LLC**

Signature: 

Name: Kimberly Damron

Title: President + COO

Date: 10/24/17

**FLORIDA STATE UNIVERSITY**

Signature: 

Name: STAN WILCOX

Title: VICE PRESIDENT & DIR OF ATHLETICS

Date: 10.23.17

**EXHIBIT A  
INVESTMENT ADDENDUM**

<b>SOFTWARE &amp; SERVICES</b>	
<b>Qty</b>	<b>Description</b>
	<b>SOFTWARE</b>
	<b>Paciolan Software</b>
1	t.Res Software License
1	t.Fund Software License
1	t.Credit Software License
1	e.Venue Software License
48	Paciolan Concurrent User License
	<b>SUBSCRIPTION SERVICES</b>
	<b>Hosting Service</b>
1	Annual Hosting Services
	<b>Access Management</b>
1	Annual Access Subscription
	<b>Credit Authorization</b>
1	Annual Credit Authorization Service
	<b>Marketing Automation</b>
1	Annual Marketing Automation Application Service
	<b>CRM</b>
1	Annual CRM Service
	<b>Service Program</b>
48	Users, Premium Service Program (t.Res, t.Fund, t.Credit)
	<b>eQuery</b>
1	eQuery License Subscription
	<b>PROFESSIONAL SERVICES*</b>
	<b>Fund Development</b>
10	Day(s), tFund Implementation & Training
1	tFund Data Feed
	<p>* All service days are estimates and are based on 8 hours per day for each Paciolan staff person assigned (refer to Paciolan Services Policies).</p> <p>Travel expenses (airfare, meals, lodging, etc.), Customs, Import Taxes, and/or Brokerage fees will be billed separately to Customer as incurred.</p>





## Machara Erving

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**From:** Phares Chatham <jchatham@admin.fsu.edu>  
**Sent:** Monday, October 23, 2017 6:04 PM  
**To:** Machara Erving  
**Cc:** Lisa Walker  
**Subject:** Re: Updated FSU Paciolan agreement

Confirmed.

Thanks

Sent from my iPhone

On Oct 23, 2017, at 8:34 PM, Machara Erving <merving@paciolan.com> wrote:

Hi - on behalf of Lisa, I can use this email as acknowledgement of the change. Just reply with your confirmation.

Thanks  
Machara

On Oct 23, 2017, at 5:01 PM, Phares Chatham <jchatham@admin.fsu.edu> wrote:

Lisa--

If it has to be initialed, then Stan will have to do it since he originally signed the document. I cannot initial this, however I believe everyone was good with the updated verbiage. Thoughts?

Sent from my iPhone

On Oct 23, 2017, at 2:39 PM, Lisa Walker <lwalker@paciolan.com> wrote:

Hi Jack,

Sorry to bother with this, but there is a mistake on the Payment Terms page. The first hosting payment under this agreement should be November 1, 2017, not November 1, 2018. Can you please initial the mark up on the attached and return to us. We will then counter sign and also initial the change.

Thanks,  
Lisa

**From:** Phares Chatham [mailto:jchatham@admin.fsu.edu]  
**Sent:** Monday, October 23, 2017 10:18 AM  
**To:** Lisa Walker <lwalker@paciolan.com>  
**Subject:** RE: Updated FSU Paciolan agreement